

The relief described hereinbelow is **SO ORDERED**

Done this 6th day of January, 2017.

Dwight H. Williams, Jr.

Dwight H. Williams, Jr.
United States Bankruptcy Judge



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

IN RE:

KIMBERLY JO DOVE,

Debtor,

KIMBERLY JO DOVE,

Plaintiff,

vs.

CCB COMMUNITY BANK,

Defendant.

**CASE NO. 16-31341
CHAPTER 13**

AP. NO. 16-03085

CONSENT ORDER

This case came before the court on this adversary proceeding filed by the Debtor seeking to strip a second mortgage lien off of real property the Debtor owned at the time of the filing of the bankruptcy subject to a second mortgage lien in favor of CCB Community Bank ("Bank"). The parties announced to the court that they had reached a settlement and resolution of the matter. Specifically, the Debtor has decided to amend her Chapter 13 Plan and propose to surrender her interest in the real property located at 112 McRainey Loop, Andalusia, Alabama, to the Bank. The court notes that the Bank holds both a first and a second mortgage lien on the property. By agreement of the parties the court lifts or terminates the automatic stay and hereby allows the Bank

to commence foreclosure proceedings of its first and second mortgage liens. The court notes that the Bank has agreed that it will not conduct a foreclosure sale on or before Tuesday, January 3, 2017. The Debtor has agreed to move out of the said real property and to remove all of her furniture and personality on or before midnight Monday, January 2, 2017, and to turn over possession of the house to the Bank not later than Tuesday, January 3, 2017. The Bank shall be permitted to file an unsecured deficiency claim for its balance established after the foreclosure sale. The court notes that previously the Debtor was proposing to pay the Bank on a direct basis on its first mortgage and to attempt to treat its second mortgage lien as an unsecured debt. The court notes that this case came on for confirmation hearing on November 28, 2016 as well. Debtor's counsel orally amended Debtor's plan to amend the real property subject to the provisions of the agreement by and between the Bank and the Debtor and will file a written amendment soon. Based on the plan as amended proposing to surrender the said real property to the Bank and the Bank's right to file an amended unsecured deficiency claim after completion of the foreclosure, the Debtor's plan is CONFIRMED.

As to this adversary proceeding, pursuant to the request of the Debtor, this proceeding is hereby dismissed without prejudice, court costs taxed as paid.

*** END OF ORDER ***

Prepared and Submitted By:

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THIS ORDER CONSENTED TO BY:
Hon. Joshua Milam, Attorney for Debtor

cc: Hon. Joshua Milam
Hon. Charles N. Parnell, III
Debtor
Trustee